

INDEMNITY

WHEREAS, _____ has submitted a Site Plan to Augusta, Georgia, in connection with proposed development; and

WHEREAS, a detention basin/detention pond/retention basin/retention pond is required for the Site Plan; and

WHEREAS, _____ does not desire to erect a fence around the detention basin/detention pond/retention basin/retention pond.

NOW, THEREFORE, in consideration of Augusta, Georgia, not requiring a fence to be constructed around the detention basin/detention pond/retention basin/retention pond in the aforementioned development _____ shall indemnify and save harmless Augusta, Georgia, the Augusta Commission, and their employees, agents, elected officials and officers, against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save harmless Augusta, Georgia, the Augusta Commission, and their employees, agents, elected officials and officers, from any and all claims, demands, suits, actions or proceedings of any kind of nature, of or by anyone whomsoever, in any way resulting from or arising out of Augusta, Georgia, approving said Site Plan dated _____, 2001, and submitted by _____, without a fence around the detention basin/detention pond/retention basin/retention pond on the Site Plan. This property is shown on a plat which is recorded in the office of the Clerk of the Superior Court of Augusta, Georgia, in Realty Reel _____, Pages _____.

This Indemnity Agreement is binding on the successors and/or assigns of _____ agrees that should the property be sold, a copy of this Indemnity Agreement will be made a part of the closing documentation and shall be transferred at closing to the successor or assignee of _____.

Reference to this Indemnity Agreement shall be placed on the final plat for the construction and/or development.

SIGNED, SEALED AND DELIVERED

This _____ day of _____, 2001

in the presence of:

Witness

NOTARY PUBLIC

My Commission Expires _____